

BILL NO. S-76-12-20

SPECIAL ORDINANCE NO. S-233-76

AN ORDINANCE approving a contract with North Eastern Enterprises, Inc., for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated November 24, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and North Eastern Enterprises, Inc., for:

Main Sanitary #3.

Commencing at existing manhole "L" located at the southwest corner of lot #368 on the east right-of-way of Walden Run; thence north along the said east right-of-way line 398+ L.F. to manhole "M"; thence continuing northeast along said east right-of-way 333+ L.F. to manhole "N"; thence continuing northeast 236+ L.F. to manhole "O"; thence continuing northeast 340+ L.F. to manhole "P"; thence continuing northeast 395+ L.F. to manhole "Q"; thence northwest 400+ L.F. terminating at manhole "R", 42+ L.F. north of the southwest corner of lot #320.

Sanitary Lateral "N".

Commencing at the aforementioned manhole "N" located at the southwest corner of lot #259; thence easterly 298+ L.F. to manhole "N-1"; thence northerly 360+ L.F. along the east right-of-way line of Worchester Place to manhole "N-2"; thence continuing northerly 370+ L.F. and terminating at manhole "N-3", 25+ L.F. west of the southeast corner of lot #329.

Sanitary Lateral "N-2".

Commencing at the above mentioned manhole "N-3", located in an easement along the north right-of-way line of Thoreau Avenue, 25+ L.F. west of the southeast corner of lot #239; thence west 60+ L.F. terminating at a cleanout located at the southwest corner of lot #29.

Sanitary Lateral "O".

Commencing at the aforementioned manhole "O" located at the southwest corner of lot #356, thence west 190+ L.F. and terminating at manhole "O-1" located along the south right-of-way line of Chantilly Drive, 18+ L.F. west of the northeast corner of lot #382.

APPROVED AS TO FORM
AND LEGALITY.

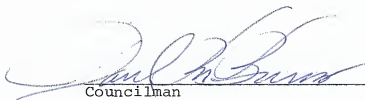

CITY ATTORNEY

Sanitary Lateral "P".

Commencing at the aforementioned manhole "P", thence westerly along the north right-of-way line of Marty's Hill Place 225+ L.F. to manhole "P-1"; thence north along the east right-of-way of Marty's Hill Place 335+ L.F. terminating at manhole "P-2" located at the southeast corner of lot #394,

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Borad of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.



Councilman

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort-Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 12-14-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.				<u>✓</u>	
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 12-28-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION).

ORDINANCE (RESOLUTION) No. 8223-76 on the 27th day of Dec., 1976.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of Dec., 1976, at the hour of 11:00 o'clock 11 M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 3rd day of January, 1976, at the hour of 11:30 o'clock 11 M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-12-30

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving a contract with North Eastern Enterprises, Inc.
for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 28 PASS.

Paul M. Burns - Chairman

John Nuckols - Vice-Chairman

William T. Hinga

Fredrick R. Hunter

Samuel J. Talarico

CONCURRED IN

12-28-76
DATE 12-28-76 CHARLES W. WESTERMAN, CITY CLERK

64-37-28

H.I.

11/24/76

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 24 day of November, 1976,

by and between NORTH EASTERN ENTERPRISES, INC., hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows: WALDEN, SECTION VI SANITARY SEWERS

Main Sanitary #3.

Commencing at existing manhole "L" located at the southwest corner of lot #368 on the east right-of-way of Walden Run; thence north along the said east right-of-way line 398± L.F. to manhole "M"; thence continuing northeast along said east right-of-way line 333± L.F. to manhole "N"; thence continuing northeast 236± L.F. to manhole "O"; thence continuing northeast 340± L.F. to manhole "P"; thence continuing northeast 395± L.F. to manhole "Q"; thence northwest 400± L.F. terminating at manhole "R", 42± L.F. north of the southwest corner of lot #320.

Sanitary Lateral "N".

Commencing at the aforementioned manhole "N" located at the southwest corner of lot #259; thence easterly 298± L.F. to manhole "N-1"; thence northerly 360± L.F. along the east right-of-way line of Worchester Place to manhole "N-2"; thence continuing northerly 370± L.F. and terminating at manhole "N-3", 25± L.F. west of the southeast corner of lot #329.

Sanitary Lateral "N-2".

Commencing at the above mentioned manhole "N-3", located in an easement along the north right-of-way line of Thoreau Avenue, 25± L.F. west of the southeast corner of lot #239; thence west 60± L.F. terminating at a cleanout located at the southwest corner of lot #329.

Sanitary Lateral "O".

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in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of the City, and known as Sanitary Sewers to serve Walden Sub-division, Section VI, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve only the land in which the Developer has or has had an interest.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer when accepted by the City will serve the following described real estate;

A part of the Southeast quarter of Section 28, Township 31 North, Range 13 East, Allen County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Southeast quarter of Section 28, Township 31 North, Range 13 East; thence South 89 degrees 03 minutes 00 seconds East along the North line of the Southeast quarter of said Section 28 a distance of 335.0 feet to the point of beginning; thence continuing South 89 degrees 03 minutes 00 seconds East along the aforementioned North line, said line also being the centerline of Trier Road, a distance of 317.60 feet to the Northwest corner of a tract of land conveyed to Fort Wayne Community Schools by deed dated August 6, 1974 and recorded as document 74-18216 in the Office of Recorder, Allen County, Indiana; thence along the Westerly and Southerly boundary of the school parcel by the following described courses: South 00 degrees 57 minutes 00 seconds West a distance of 130.0 feet; thence South 10 degrees 38 minutes 00 seconds East a distance of 340.0 feet; thence South 15 degrees 38 minutes 00 seconds West a distance of 162.5 feet; thence South 78 degrees 07 minutes 00 seconds East a distance of 210.0 feet to the Northwest corner of lot #191 in Walden, Section III, a subdivision in the aforementioned Section, Township, and Range; thence along the Westerly boundary of Walden, Section III by the following described courses: South 08 degrees 20 minutes 14 seconds West a distance of 285.05 feet; thence South 16 degrees 24 minutes 29 seconds West a distance of 472.63 feet; thence South 00 degrees 25 minutes 39 seconds East a distance of 360.63 feet to a point on the North line of Lot #138 in Walden, Section II, a subdivision in the aforementioned Section, Township, and Range, said point being situated South 61 degrees 10 minutes 01 seconds East a distance of 0.94 feet from the Northwest corner of said lot #138; thence along the Northerly and Westerly boundary of Walden, Section II, by the following described courses: North 61 degrees 10 minutes 01 seconds West a distance of 86.15 feet; thence North 71 degrees 36 minutes 15 seconds West a distance of 174.37 feet; thence South 49 degrees 42 minutes 50 seconds West a distance of 160.28 feet; thence South 00 degrees 40 minutes 50 seconds West a distance of 369.34 feet; thence North 89 degrees 19 minutes 10 seconds West a distance of 182.00 feet; thence South 00 degrees 40 minutes 50 seconds West a distance of 85.00 feet; North 89 degrees 19 minutes 10 seconds West a distance of 120.00 feet to the Northwest corner of Lot #170 in Walden, Section II, said point being situated on the East line of an Indiana and

Michigan Electric Company power transmission line right-of-way, said East line being situated 60 feet East and parallel with the West line of the Southeast quarter of Section 28 aforementioned; thence departing from the Walden, Section II, boundary North 00 degrees 43 minutes 04 seconds East along the East line of the I&M Electric Company right-of-way a distance of 1945.70 feet to a point situated South 00 degrees 43 minutes 04 seconds West a distance of 282.00 feet from the North line of the Southeast quarter of Section 28; thence South 89 degrees 03 minutes 00 seconds East on a line parallel with the aforementioned North line a distance of 275.0 feet; thence North 00 degrees 43 minutes 04 seconds East a distance of 282.00 feet to the point of beginning containing 28.46 acres more or less and subject to all easements of record. The above described real estate to be subject to park areas to be deeded to the Walden Community Association, Inc., said parks noted in Walden, Section VI, as Blocks J, K and L and containing 0.8 acres more or less. Also, subject to the Trier Road right-of-way containing 0.29 acres more or less.

Therefore, the amount of assessable area to developer for the described real estate contains 27.37 acres.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

An area connection charge of \$300.00 per acre must be paid to City at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by City for sewer line pertaining to Pierson Ditch Interceptor - Resolution No. 145-1064 and Resolution No. 146-1964, adopted by resolution of the Board of Works on September 14, 1964.

4. BOND

This contract is subject to Developer furnishing a satisfactory Guaranty Bond for 25% of the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

5. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land services by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

6. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

The Owner further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

7. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

NORTH EASTERN ENTERPRISES, INC.

By: 


A. L. Zehr

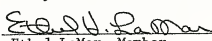
CITY OF FORT WAYNE, INDIANA

By: 

Robert Armstrong, Mayor

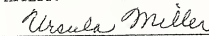
BOARD OF PUBLIC WORKS


Henry P. Wehrenberg, Chairman


Ethel LeMar, Member


Max G. Scott, Member

ATTEST:


Ursula Miller, Clerk

Approved as to form and legality


(Type name)

Associate City Attorney

This instrument prepared by:

PHILIP R. BOLLER

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Armstrong, Henry P. Wehrenberg, Ethel LeMar, and Max G. Scott, Mayor of the City of Fort Wayne, Chairman and Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 24 day of November, 1976.

ANNE J. Fox
(Type name)

Notary Public

My Commission Expires:

3/6/80

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, a Notary Public, in and for said County and State, this 18th day of October, 1976, personally appeared the within named J. L. Zehr, who being by me first duly sworn upon his oath that he is the President of North Eastern Engerprises, Inc., and as such, duly authorized to execute the foregoing instrument and acknowledged the same as his voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 18th day of October, 1976.

Sandra L. Priest
Sandra L. Priest Notary Public
(Type name)

My Commission Expires:

August 24, 1980

TITLE OF ORDINANCE SPECIAL ORDINANCE - Sewer Agreement - Extension for Walden Add. VIDEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS"

S-76-12-30

SYNOPSIS OF ORDINANCE Sewer Extension Agreement with North Eastern Enterprises, Inc.Provides for construction of a sanitary sewer to serve Walden Addition,Section VI.All construction costs shall be borne by the developer.EFFECT OF PASSAGE Sewer extension service into County at no cost to CityArea connection charge and sewer service charge income to the UtilityEFFECT OF NON-PASSAGE Failure to allow service where possibleMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) No cost to CityASSIGNED TO COMMITTEE City Utilities Plan